

Locker Policy/Terms and Conditions

This policy relates to the lockers (i.e., storage cages) located on the garage-level Oceanwalk Building #20. "Occupant" refers to the Building #20 Unit Owner assigned to locker space, as recorded by Management Company.

I, the undersigned, as the Occupant agree to the terms and conditions for the use and lease of a locker on the garage-level of Oceanwalk Building #20 located at 5300 S. Atlantic Ave. in New Smyrna, Beach, FL.

1. Locker spaces in garage are considered "common" property; locker space does NOT convey with sale of any unit.
2. A wait list shall be maintained by Management Company along with a current list of Occupants(s) and respective locker assignment.
3. Owners must be in good standing to receive a locker assignment and must remain in good standing to maintain use of the locker.
4. Occupant agrees to make one annual payment to Management Company based on monthly fee and by specified date, as determined by Board. If payment is not received by the designated date, the Occupant's lock be removed and any items left within will be removed. Any items not claimed within 45 days of lock removal will be sold or donated. The Board and COA may not be held responsible for any items lost or stolen during this time.
5. TWO (2) unit owners within Building #20 may share a locker and the annual rental fees: however, both Occupants must sign and abide by the Locker Policy. Should one Occupant sell or no longer desire to continue to rent the shared storage space, the remaining Occupant has the option to maintain the space solely on his/her own OR it will extended to the next on the waiting list.
6. Padlock is to be provided by Occupant. (Note: Management will maintain locks on any unclaimed lockers.)
7. Should Occupant sell or decide that locker is no longer wanted, no partial month refunds will apply: space must be vacated and inspected by Management Company prior to first day of new month. It is the responsibility of the Occupant to notify the Management Company, in writing, of desire to vacate a space.
8. Upon vacating locker, the Occupant is to leave it in the same condition as it was prior to the original occupation.
9. Should Occupant decide that locker is no longer wanted or Occupant sells respective condo unit within Building #20 s/he must notify Management Company and Management Company will assign to next owner on the list.
10. The Management Company will place a temporary padlock on storage locker and notify the next potential Occupant on wait list by email; payment must received within 14 days of notification before Management Company proceeds to next on the wait list.
11. Vacating Occupant may not "give" (self-assign) locker space to another owner; no poaching nor subletting of locker space. Any Occupant taking possession of locker space (without proper assignment based on the wait list) will have all possessions removed and items sold/donated at his/her expense.
12. Combustible items (e.g., gasoline, solvents, oils) should not be stored in lockers.
13. Neither the Board nor the Management Company will be responsible for the loss, theft, or damage to items in the locker space. The Occupant agrees to indemnify and save harmless the Management and/or Board from any action or claim being brought against them as a result of the use of the locker by the Occupant. In the event of damage to the Occupant's items through fire or flood, the Occupant agrees to indemnify and save harmless the Management and /or Board. By signing this Use Agreement, the Occupant has agreed to obtain the appropriate liability and contents insurance for use of the locker.

Occupant Name: _____

Condo Unit # _____

Assigned Locker # _____

Rental Period Begins _____

Signature: _____

Date: _____